

## ORDINANCE C-105-02

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO  
SIGN A SEWER AGREEMENT AND TO APPROPRIATE \$33,804.01 FROM  
THE SEWER FUND FOR THE CURRENT EXPENSE OF DEVELOPMENT COSTS  
ASSOCIATED WITH SAID AGREEMENT AND TO DECLARE AN EMERGENCY

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WHEREAS, the City of Grove City has come to a final agreement with Buckeye Grove Shopping Center, LLC on a method to reimburse this developer for the construction of the Hoover Road Sewer Expansion, as spelled out in the attached Agreement dated 10/25/02; and

WHEREAS, funding for this Agreement was not included in the 2002 Annual Appropriation Budget and it is necessary to approve a supplemental appropriation in support of this Agreement; and

WHEREAS, this Agreement must be executed prior to any new development taking place on Parcel #040-009919 to insure that the provisions of this Agreement can and will be fulfilled.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into the attached Agreement, as may be revised without change to its substance, on behalf of the City of Grove City, Ohio.


SECTION 2. There is hereby appropriated \$33,804.01 from the unappropriated monies of the Sewer Fund for the Current Expense of development costs.

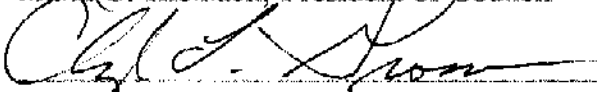
SECTION 3. This ordinance is hereby declared to be an emergency measure for reasons stated in the preamble and shall therefore go into immediate effect.

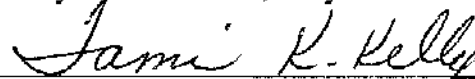
Passed: 11-04-02  
Effective: 11-04-02

Attest:

I Certify that this ordinance is correct as to form.

  
Maria C. Klemack, President of Council

  
Cheryl L. Grossman, Mayor

  
Tami K. Kelly CMC/AEE, Clerk of Council

  
Thomas R. Clark, Director of Law

C-105-02  
Attachment

**SEWER AGREEMENT**

The City of Grove City, Ohio, hereinafter designated the City, and the undersigned, Buckeye Grove Shopping Center, LLC, hereinafter designated Buckeye Grove, has privately constructed a sanitary sewer project known as the Hoover Road Sewer Extension and as shown on drawings, subject to all the current rules, regulation and specifications of The City and to the following conditions:

1. Buckeye Grove has paid the total cost of preparing a set of construction drawings, satisfactory to the City Engineer and the Director of Public Service, including all necessary surveys, engineering and other costs incidental thereto, and a complete set of record drawings on tracing cloth, together with two sets of black line prints.

2. The total cost of construction, including the wages of an inspector to be furnished by the Engineer has been borne by Buckeye Grove. The City Engineer has supervised the inspector. Buckeye Grove has furnished a statement to the City itemizing the total cost, including cost of construction, engineering, inspection, supervision, and other applicable incidental costs, which total was \$86,410.36.

3. Upon the execution of this Sewer Agreement by both The City and Buckeye Grove, The City shall pay to Buckeye Grove the sum of \$43,205.18 which amount represents one-half of the costs of installation of the sewer. Upon such payment, the sewers, manholes and other appurtenances shall thereupon become the property of, and the title shall immediately vest in, the City of Grove City, Ohio, or its successors or assigns, provided that if and when the property currently holding Tax Parcel Number 040-009919 Franklin County, Ohio Auditor's Office, or any parcels split out of that parcel from the date of this agreement forward, desires to "tap into" or connect to said

improvement and is eligible to receive City sewer service, the City shall charge the owner of said property a fee based on the costs identified in Section 2 above, plus eight percent (8%) per annum, from the date set forth below, provided such taps or connections are made within fifteen (15) years after the date of this Agreement for the benefit of the City and Buckeye Grove as set forth below. Said fee (hereinafter named the Buckeye Sewer Fee) shall be assigned on an acreage basis to the property identified above or to any parcels split out of that parcel. At the time that an effected parcel is platted and/or requests sanitary service, the City will assess the pro-rated fee. The City shall collect this fee in addition to all other fees, permits and charges required in the City Code for access to sanitary sewer connection. One half (1/2) of the Buckeye Sewer Fee shall belong to the City, the other one half (1/2) shall be forwarded to Buckeye Grove or in the event that Buckeye Grove cannot be located, than such funds shall be deposited in the proper fund of the City and held for a period of one (1) year subject to the demand of Buckeye Grove.

4. Buckeye Grove, jointly and severally, hereby agrees for themselves, their heirs, executors, administrator, successors and assigns, that all property described on Exhibit "A" which abuts said sewer main may be assessed for maintenance.

5. The City reserves the right to connect to, extend and use or to authorize the connection, extension and use of said sanitary sewer to serve property beyond that shown on Exhibit "A", without permission of Buckeye Grove and without payment of any fees or charges.

6. The provisions of this Agreement shall be in force from and after the signature of both parties have been affixed hereto.

SIGNED: This \_\_\_\_\_ day of \_\_\_\_\_, 2002

BUCKEYE GROVE SHOPPING CENTER, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

THE CITY OF GROVE CITY, OHIO

By: \_\_\_\_\_

Richard L. Stage  
City Administrator

By: \_\_\_\_\_

James M. Blackburn,  
Director of Public Service

APPROVED AS TO FORM: \_\_\_\_\_

Thomas R. Clark, Director of Law

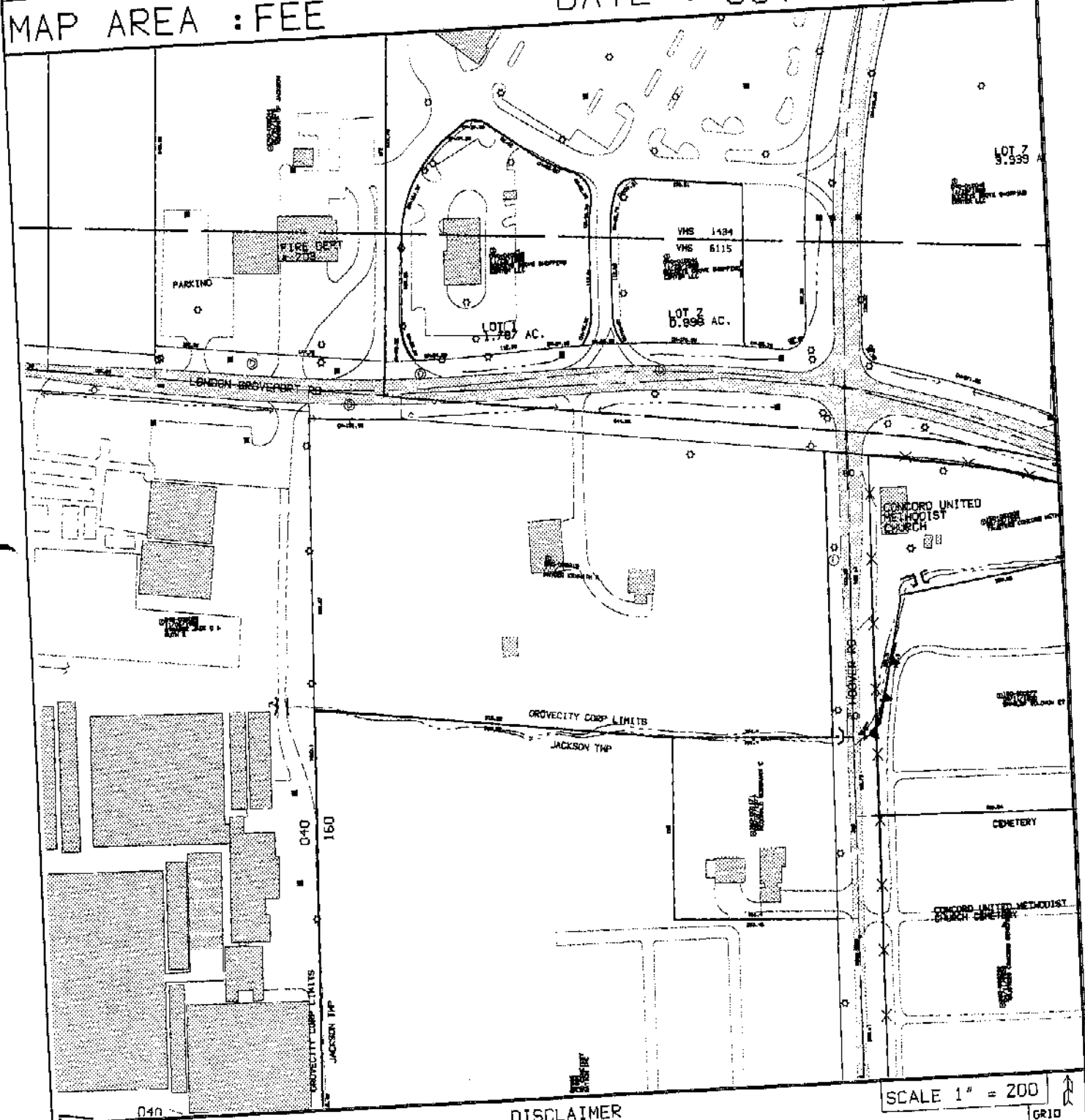


JOSEPH W. TESTA

FRANKLIN COUNTY AUDITOR

DATE : OCT 17, 2002

MAP AREA : FEE



DISCLAIMER

This map is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be consulted for verification of the information contained on this map. The county and the mapping companies assume no legal responsibilities for the information contained on this map. Please notify the Franklin County GIS Division of any discrepancies.

SCALE 1" = 200'

GRID  
NORTH  
GIS  
15TH FLR

GIS DIVISION